

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

SMOG 'N GO, LLC, a Utah limited
liability company,

Plaintiff,

v.

SMOG 'N GO, LLC, a Nevada limited
liability company; CHARLES J. TIDD, an
individual; PATRICK D. STOCKSTILL;
an individual; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 3:14-cv-00387

**ORDER DISMISSING
ACTION WITH PREJUDICE**

1 WHEREAS, on July 23, 2014, Plaintiff SMOG ‘N GO, LLC, a Utah limited liability
2 company (“Plaintiff”), filed a complaint alleging that Defendants SMOG ‘N GO, LLC, a Nevada
3 limited liability company, CHARLES J. TIDD, an individual, and PATRICK D. STOCKSTILL,
4 an individual (collectively, “Defendants”), infringed Plaintiff’s “Smog ‘N Go” service mark
5 registered with the United States Patent and Trademark Office. (Dkt. No. 1)

6 WHEREAS, on August 21 and 25, 2014, Defendants waived service of the summons and
7 complaint. (Dkt. Nos. 8-10.)

8 WHEREAS, Defendants have not appeared in the instant lawsuit.

9 WHEREAS, during the pendency of the lawsuit, Defendant SMOG ‘N GO, LLC, a
10 Nevada limited liability company, changed its name to SmogCheckNV and Renewal, LLC, a
11 Nevada limited liability company;

12 WHEREAS, Plaintiff and Defendants have now agreed to settle the case pursuant to a
13 written Settlement Agreement;

14 WHEREAS, pursuant to the Settlement Agreement, Plaintiff has agreed to dismiss its
15 claims in this action against Defendants with prejudice;

16 WHEREAS, pursuant to the Settlement Agreement, Plaintiff and Defendants agree that
17 they each will bear their own costs and attorneys’ fees incurred during and in connection with this
18 action;

19 THEREFORE, Plaintiff, by and through its undersigned counsel of record, hereby
20 requests that the Court order that:

21 1. Plaintiff’s claims in this action against Defendants be dismissed with prejudice.
22 2. Plaintiff and Defendants each bear their own attorneys’ fees and costs in
23 connection with this action.

24 3. This Court retain jurisdiction, pursuant to *Kokkonen v. Guardian Life Insurance*
25 *Company of America*, 511 U.S. 375 (1994), over the Settlement Agreement entered into by
26 Plaintiff and Defendants. The parties may petition the court to re-open the case for the limited
27 purpose of enforcing the Settlement Agreement.

28

ORDER

GOOD CAUSE APPEARING THEREFORE, the court hereby ORDERS as follows:

1. Plaintiff's claims in this action against Defendants are hereby dismissed with prejudice.

2. Plaintiff and Defendants each shall bear their own attorneys' fees and costs in connection with this action.

3. Pursuant to *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375 (1994), this court will retain jurisdiction over the Settlement Agreement entered into by Plaintiff and Defendants. The parties may petition the court to re-open the case for the limited purpose of enforcing the Settlement Agreement.

IT IS SO ORDERED.

DATED: October 16, 2014

Howard D McRabb

HON. HOWARD D. MCKIBBEN
United States District Court